



TOWN OF MILLIS

Dr. James A. Lederer, *Chair*
Carol Hayes, *Vice Chair*
Edward Chisholm
Christine Gavin
John Steadman
Scott McPhee

OFFICE OF THE CONSERVATION COMMISSION

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LICENSE AGREEMENT FOR AGRICULTURAL PROPERTY

I. Contracting Parties, Property Description, and Terms

1. This agreement is made this 1st day of November, 2021 by and between the Millis Conservation Commission, established by the Town of Millis, a Massachusetts municipal corporation, under G.L. c.40, §8C, with a mailing address at 900 Main Street, Millis, Massachusetts 02054, hereinafter referred to as "MCC," and Tangerini's Spring Street Farm, Inc., Steven and Linda Chiarizio, President and Director, with a mailing address at 139 Spring Street, Millis, Massachusetts 02054, hereinafter referred to as the "Licensee."
2. In consideration of the agreements with the Licensee set forth below, MCC, as the custodian of the real property described in this agreement, agrees that the Licensee may occupy and use, for agricultural purposes only, certain portions of the properties, hereinafter referred to as the "Licensed Property," which are further described and shown on the map attached to this agreement as **Exhibit A**, the same being portions of property formerly known as the Cassidy Property located off of Exchange Street in the town of Millis, consisting of approximately 36.70 acres, more or less, and described in a deed June 22, 1999 and recorded in Book 13179, at Page 205, respectively at the Norfolk County Registry of Deeds.
3. This license shall continue in effect for a maximum term of ten (10) years from that date unless written notice of termination is given by either MCC or the Licensee as provided in Section VII. Despite such term, the parties acknowledge that this agreement is terminable at the will of the MCC.
4. The Licensee shall pay MCC \$50.00 per acre of land disturbed for agricultural use of the Licensed Property annually (estimated to be up to 5 acres). This payment shall be due on the anniversary date of this agreement.
5. The Licensee's use of the Licensed Property shall be non-exclusive, and the MCC reserves the right to use the Licensed Property during the term of this agreement for all purposes that do not unduly interfere with the Licensee's use of the Licensed Property, and the MCC reserves the right to allow the general public to use the Licensed Property for all such purposes in accordance with the rules and

regulations of the MCC, which rules and regulations could prohibit use by the general public during the planting, growing and harvesting seasons.

II. Land Use and Cropping Program

The Licensee agrees to the following terms and conditions:

1. To farm the Licensed Property following agricultural principles accepted by the MCC consistent with this agreement;
2. To develop and maintain the Licensed Property in good condition, including the Ph, fertility, and soil structure; to make reasonable efforts to prevent soil erosion; and to maintain the Licensed Property in as good condition and repair as the beginning of the term of this agreement, or as later improved;
3. To keep the Licensed Property free from farm equipment and all litter and refuse, including without limitation containers, packaging, plastic mulch, and fencing, except as approved by the MCC as necessary for farming operations;
4. To keep existing trails upon the Licensed Property that are on or peripheral to the Licensed Property free of furrows, agricultural products, and wastes;
5. No trees or shrubs shall be cut down or removed without the written consent of MCC. The Licensee shall take care to prevent injury or damage to the trees and shrubs on the Licensed Property. Woodland which is encroaching on cropland may be cleared after appropriate marking and agreement by MCC. No topsoil, loam, gravel, rock, sand, humus, or other types of earthen or mineral matter shall be removed from the Licensed Property, or shall be deposited upon the Licensed Property without the approval of the MCC.
6. For areas used for growing annual crops, the Licensee agrees to plant a cover crop by October 1st of each year, weather conditions permitting. Alternatives to planting a cover crop must be proposed in writing to MCC on or before September 15 for MCC approval. In the event that this agreement is terminated prior to such time, Licensee shall seed pasture or hay mix at the termination of the agreement. With the written consent of MCC, the seeding may be done after the termination date.
7. The use of pesticides, herbicides, and fungicides shall be limited to those registered under Commonwealth of Massachusetts regulations and shall be used in accordance with all pertinent instructions and limitations. Licensee shall use integrated pest management (IPM) practices to control crop pests when practicable.

8. Licensee shall not use the Licensed Property for any purpose or in any manner, nor shall allow or suffer the use of the Licensed Property for any purpose or in any manner by any third party, which is contrary to the intent of this agreement.
9. By December 1 each year, the Licensee agrees to submit to MCC a brief written report of farming activity during the preceding year, covering such facts and issues as the MCC may reasonably and timely request. The report may include, but is not limited to, crop yield, soil improvements, vandalism, and pesticide use (as required by state law). The report will assist an annual review of the terms of this agreement by the Licensee and by MCC, which shall be completed by December 20 of each year; any mutually agreeable amendments or other revisions to this agreement shall be incorporated at that time.
10. Licensee agrees to prepare and present the plan to MCC prior to undertaking any activity under this agreement. Licensee additionally agrees to meet with MCC staff once annually to discuss farming activities and review the farm plan. The farm plan may be modified at anytime upon the agreement of both MCC and the Licensee.
11. Licensee agrees to mow and maintain the Licensed Property.

III. Insurance

The Licensee shall defend, indemnify and hold harmless the MCC and shall assume all liability for any property damage or personal injury resulting directly or indirectly from any of its activities or those of its agents arising out of this Agreement. Licensee shall hold MCC harmless for any loss, injury, damage, claim or expense arising out of its use of the Property, including reasonable legal expenses in connection therewith. Licensee shall show evidence of commercial general liability insurance with minimum limits of liability with respect to each occurrence in an amount of not less than \$1 million. Licensee shall provide MCC with evidence that MCC is listed as an additional insured on the Licensee's commercial general liability policies upon execution of this Agreement.

IV. Public Safety and Environmental Values

Consideration of public safety and the protection of the environmental values of the Licensed Property shall have absolute preference over any of the Licensee's activities. If, in the opinion of MCC, there is prolonged and/or significant conflict with other uses of the Licensed Property or with the preservation of its natural qualities or with the integrity or condition of its Licensed Property, woodlands, and/or trails, then whether or not the Licensee has violated this agreement, this agreement may be terminated by the MCC with 14 days prior written notice in accordance with Section VII.

V. Rights and Privileges

1. MCC or anyone designated by it shall have the right of entry to inspect the Licensed Property and/or the farming methods being used.
2. If the Licensee fails to plant and cultivate crops, or otherwise fails to maintain the Licensed Property in condition so as to allow for the cultivation of crops, MCC or its designated agent shall at any time after 10 days of notifying the Licensee in writing, have the right of entry to plant crops or maintain the premises in good agricultural condition at the expense of the Licensee.
3. It is understood that other activities allowed by MCC on its Licensed Property shall be permitted upon the Licensed Property, insofar as such activities will not interfere with the Licensee's agricultural uses. Examples would be cross-country skiing in winter when the Licensed Property is not being used for farming, and such other activities as horseback riding, hiking, and nature walks on trails designated for such uses during any time of the year.
4. The Licensee acknowledges and agrees that Licensee has no legal right, claim, or interest in the Licensed Property other than the right to conduct agricultural activities upon the Licensed Property as set forth in this agreement. The Licensee agrees and acknowledges that this agreement conveys a mere license, does not run with the land and may not be construed to be a lease or easement. **This agreement may not be recorded.**

VI. Assignment

The Licensee shall not assign by power of attorney, or otherwise, or sub-license/sublet the limited right of entry and use conferred upon it by this agreement, or any portion of it, nor shall any such rights be subject to attachment or otherwise reached by any legal or equitable process.

VII. Enforcement of Agreement and Termination

1. MCC may terminate this agreement at any time, with or without cause, upon written notice of at least 14 days, with the acknowledgement that longer notice is preferable unless this agreement is terminated for cause. If MCC terminates this agreement for any reason other than cause and such notice is given to the licensee between February 1 and November 1, the licensee shall be permitted to nurture and harvest crops in the current year's growing season, unless compelling circumstances dictate otherwise and the MCC states so in the notice. In such a case, the MCC shall attempt to accommodate any reasonable request of the licensee in good faith.

2. The Licensee may terminate this agreement for any reason on a date that is effective between November 1 and March 31 provided that notice of termination is delivered at least 30 days prior to the termination date. Written notice shall mean the mailing by certified mail of the intent to terminate either party at the address set out in subsection 8 below.
3. This agreement may only be renewed, extended or amended by a subsequent written instrument, executed by all parties hereto.
4. Notwithstanding that this agreement is not assignable, the obligations of the Licensee under this agreement shall be binding on the heirs, executor, administrators, assignees of the License.
5. This Agreement may only be enforced by the Licensee in equity.
6. This Agreement may only be enforced in a Massachusetts State Court of competent jurisdiction.
7. The Licensee agrees to yield up possession of the Licensed Property without further notice at the expiration of this agreement, leaving the Licensed Property in at least as good condition as it was at the beginning of the agreement period.
8. All notices should be sent to the following addresses for MCC and the Licensee:

If sent to MCC: Dr. James Lederer, Chair
 Millis Conservation Commission
 Veterans Memorial Building
 900 Main Street
 Millis, MA 02054

With a copy to: Town Administrator
 Veterans Memorial Building
 900 Main Street
 Millis, MA 02054

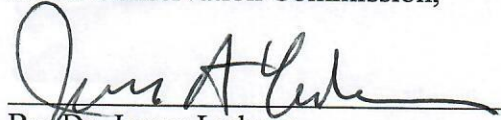
If sent to the Licensee: Mr. Steven Chiarizio, President
 Tangerini's Spring Street Farm, Inc.
 139 Spring Street
 Millis, MA 02054

9. This Agreement may be executed in multiple counterparts and scanned or electronic signatures shall be sufficient to bind the parties.

The parties hereto have caused this Agreement to be executed as of the date first indicated below.

Signed:

Millis Conservation Commission,



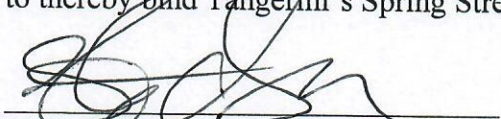
By: Dr. James Lederer

Its: Chair, Duly Authorized

11/1/21
Date

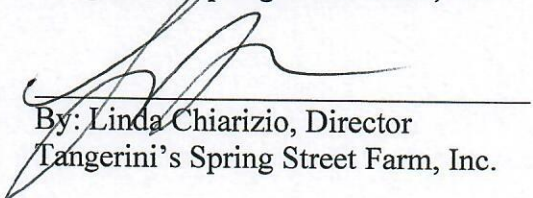
Licensee,

Steven Chiarizio and Linda Chiarizio, as President and Directors of Tangerini's Spring Street Farm, Inc., hereby warrants and represents to the MCC that they are authorized to execute, acknowledge, and deliver this Agreement on behalf of Tangerini's Spring Street Farm, Inc. and to thereby bind Tangerini's Spring Street Farm, Inc. to the same.



By: Steven Chiarizio, President
Tangerini's Spring Street Farm, Inc.

11/1/21
Date



By: Linda Chiarizio, Director
Tangerini's Spring Street Farm, Inc.

11/1/21
Date

EXHIBIT A

